



DEAN D. EFSTATHIOU, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 7, 2008

IN REPLY PLEASE

REFER TO FILE: C-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COOPERATIVE FINANCIAL AGREEMENT
BETWEEN ALHAMBRA UNIFIED SCHOOL DISTRICT
AND THE COUNTY OF LOS ANGELES
ADOPT, ADVERTISE, AND AWARD
BRIDGE SEISMIC RETROFIT
4TH STREET PEDESTRIAN OVERCROSSING
AT ALHAMBRA HIGH SCHOOL
CITY OF ALHAMBRA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

These actions are to approve a cooperative financial agreement between the Alhambra Unified School District and the County of Los Angeles to seismically strengthen the 4th Street pedestrian overcrossing bridge at Alhambra High School in the City of Alhambra, adopt the plans and specifications, and authorize the Acting Director of Public Works or his designee to award and execute a contract with the lowest responsive and responsible bidder.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is statutorily exempt from the provisions of the California Environmental Quality Act.

2. Approve and instruct the Chair of your Board to sign the Agreement with the Alhambra Unified School District to finance and delegate responsibilities for the design and seismic retrofit of the 4th Street pedestrian overcrossing bridge. The Agreement provides for the County of Los Angeles to finance the preliminary engineering and construction cost of the project at no cost to the Alhambra Unified School District. The project will be financed through the Federal Highway Bridge Program and State Proposition 1B Local Bridge Seismic Retrofit Program.
3. Approve the project and adopt the plans and specifications for 4th Street Pedestrian Overcrossing at Alhambra High School, bridge seismic retrofit, in the City of Alhambra (5), at an estimated cost between \$270,000 and \$370,000.
4. Call for bids to be received on November 4, 2008.
5. Instruct the Executive Officer of your Board to advertise the project and seal and return the plans and specifications to the Department of Public Works for filing.
6. Authorize the Acting Director of Public Works or his designee to award and execute a contract with the lowest responsive and responsible bidder within the estimated cost range, approve the Faithful Performance and Labor Material Bonds submitted by the contractor, and deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for your Board to approve the Agreement with the Alhambra Unified School District (School District) to finance and delegate responsibilities to the Department of Public Works (Public Works) for the design and seismic retrofit of the 4th Street pedestrian overcrossing bridge.

Following the Loma Prieta earthquake in the San Francisco Bay Area in October 1989, emergency State legislation known as Senate Bill 36X (Bill) was enacted, which requires all existing publicly owned bridges in the State be inspected and those found to have a seismic structural deficiency be upgraded and retrofitted to conform with specific structural standards. The Bill and Agreement 76078 between the State of California and the County of Los Angeles (County) further provides for the County to be the lead agency for inspecting and retrofitting all non-State highway bridges within the County.

The School District and the County propose to seismically retrofit the 4th Street pedestrian overcrossing bridge, which is entirely within the City of Alhambra (City). The bridge will be seismically retrofitted to make it safer for use by the School District's students and the public traveling on 4th Street. The County, which is the lead project administrator, will apply for Highway Bridge Program and Proposition 1B funding to finance the construction contract cost of the project.

Section 31000 of Government Code provides that the board of supervisors may contract for special services on behalf of any district in the county.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). By seismically retrofitting the 4th Street pedestrian overcrossing bridge, the bridge will become safer for the School District's students, and 4th Street will become safer for residents of the City and nearby unincorporated County communities who travel on 4th Street, which will also improve their quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost to complete this project is in the range of \$270,000 to \$370,000.

This project is entirely within the City. This project will be administered under the Highway Bridge Program as covered by Agreement 76078 with the State of California. Under this program, Federal funds allocated to local agencies are used to finance a portion of the qualifying costs of the bridge seismic retrofit projects. The remaining portion of the costs of the project will be funded with State Proposition 1B funds. Qualifying costs are apportioned 88.53 percent Federal and 11.47 percent Proposition 1B. This project is included in the Fifth Supervisorial District's Construction Program in the Fiscal Year 2008-09 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program and Proposition 1B Local Bridge Seismic Retrofit Program and utilize Federal and State funds for all eligible expenditures.

The Agreement has been reviewed and approved as to form by County Counsel.

This project, to contract for the seismic strengthening of an existing bridge, is part of Public Works' program for the retrofitting of city and county bridges to reduce the potential for failure during an earthquake. It will be advertised in accordance with Section 20392 of the Public Contract Code.

This project is to be completed in 40 working days. It is estimated the work will start in February and be completed in April 2009.

Delegating to the Acting Director of Public Works or his designee the authority to award and execute this construction contract allows an expedited contracting process to obtain a contractor for the seismic strengthening of this existing bridge as soon as possible.

The contract agreement will be in the form previously reviewed and approved by County Counsel.

The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to the lowest responsive and responsible bidder, which is defined as the firm that; (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation, including, but not limited to licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure that the contract is awarded to the lowest responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

This seismic retrofit project is statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080.16 of the Public Resources Code. This exemption provides for the urgent need to bring seismically deficient bridges up to contemporary seismic standards while retaining the same purpose, capacity, and location as the existing bridges.

CONTRACTING PROCESS

This project will be contracted on an open competitive bid basis. The contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code. The County Local Small Business Enterprise preference will not be applied to the determination of the lowest responsive and responsible bidder. To be eligible for the Federal funds financing the majority of this project, Title 49, Code of Federal Regulations, requires award to the lowest bidder.

To increase contractor awareness of our program to contract work to the private sector, this project will be listed on the County website for upcoming bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

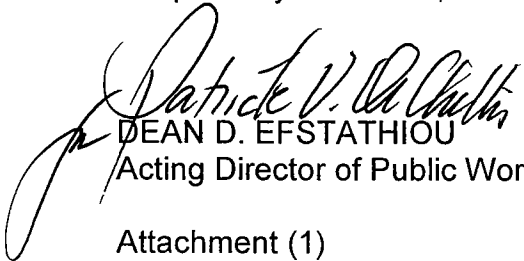
When the project is completed, it will have a positive impact by providing more reliable bridge infrastructure for the traveling public during and immediately following seismic events.

The Honorable Board of Supervisors
October 7, 2008
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CONCLUSION

Attached are three originals of the Agreement, which have been approved and executed by the School District. Upon approval by your Board, please return two originals of the Agreement, each marked SCHOOL DISTRICT ORIGINAL, along with one adopted copy of this letter to Public Works, Construction Division, for further processing. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DEAN D. EFSTATHIOU
Acting Director of Public Works

Attachment (1)

DDE:JTS:ma

c: Chief Executive Office (Lari Sheehan)
County Counsel
Office of Affirmative Action Compliance

COUNTY ORIGINAL

AGREEMENT

Pk 278A

THIS AGREEMENT, made and entered into by and between the ALHAMBRA UNIFIED SCHOOL DISTRICT, in the County of Los Angeles, acting by and through its Board of Education (hereinafter referred to as SCHOOL), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, SCHOOL and COUNTY propose to seismically retrofit a pedestrian bridge over 4th Street, at Alhambra High School, in the City of Alhambra known as the 4th Street Pedestrian Bridge within the City of Alhambra's public road right of way and SCHOOL property (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is of general interest to SCHOOL and COUNTY; and

WHEREAS, SCHOOL has complete ownership of the PROJECT; and

WHEREAS, COUNTY is willing to perform or cause to be performed, all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program and State Proposition 1B Program; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be Four Hundred and Sixty Thousand and 00/100 Dollars (\$460,000.00); and

WHEREAS, COUNTY is willing to pursue Federal Highway Bridge Program reimbursement estimated to be Four Hundred Seven Thousand Two Hundred Thirty-eight and 00/100 Dollars (\$407,238.00) and State Proposition 1B Local Bridge Seismic Retrofit Program reimbursement estimated to be Fifty-two Thousand Seven Hundred Sixty-two and 00/100 dollars (\$52,762.00); and

WHEREAS, SCHOOL is willing to finance the cost of betterments, which are not eligible for Federal and State reimbursement, which is currently estimated to be Zero Dollars (\$0.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by SCHOOL and COUNTY, and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. CONSTRUCTION COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the CONSTRUCTION CONTRACT COST, costs of contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall include preparation of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; design survey and all other necessary work prior to award of construction contract for PROJECT.
- c. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of the total of all payments to the construction contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of the PROJECT.

(2) SCHOOL AGREES:

- a. To grant COUNTY permission to occupy and use SCHOOL property to complete PROJECT.
- b. To obtain, if necessary, and grant COUNTY any temporary right of way from SCHOOL property necessary for the completion of PROJECT at no cost to the COUNTY.
- c. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to complete PROJECT within the SCHOOL'S property.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the

proposed construction. Where public utilities and/or other substructure and overhead facilities have been installed in SCHOOL property, SCHOOL will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT.

- e. To appoint COUNTY as the SCHOOL'S attorney-in-fact for the purpose of representing the SCHOOL in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
 - f. To review the construction contract bids for betterments and any subsequent change orders for betterments, and provide written approval or other response within ten (10) calendar days of presentation thereof by COUNTY. SCHOOL'S approval of the construction contract bids and any proposed change orders may only be withheld for good reason and in good faith. If SCHOOL'S response is not received within said ten (10) calendar days, SCHOOL shall be deemed to have approved the construction contract bids or the proposed change order and COUNTY may proceed with betterments or change orders. SCHOOL shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
 - g. To finance 100 percent (100%) of the cost of any betterments, which they request to be performed by COUNTY as part of this project.
 - h. To deposit with COUNTY upon demand by COUNTY, sufficient funds to finance the cost of any betterments. Said demand will consist of a billing invoice prepared by COUNTY and delivered to SCHOOL.
 - i. Upon completion of PROJECT, to maintain in good condition and at SCHOOL'S expense all improvements constructed as part of PROJECT.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and systems testing, and all work necessary to complete PROJECT under the Federal Highway Bridge Program and State Proposition 1B Program.
 - b. To apply for Federal Highway Bridge Program funding to finance the eligible portion of CONSTRUCTION COST OF PROJECT, currently estimated to be Four Hundred Seven Thousand Two Hundred Thirty-eight and 00/100 Dollars (\$407,238.00).

- c. To apply for State Proposition 1B Local State Seismic Retrofit Program funding to finance the eligible portion of CONSTRUCTION COST OF PROJECT, not funded by Federal Highway Bridge Program, currently estimated to be Fifty-two Thousand Seven Hundred Sixty-two and 00/100 Dollars (\$52,762.00).
 - d. To obtain SCHOOL'S approval of plans and specifications for PROJECT prior to advertising for construction bids.
 - e. To advertise PROJECT for construction bids, to award, and to administer the construction contract, and to act on behalf of SCHOOL in all negotiations pertaining thereto.
 - f. To consider any and all betterment requests made by SCHOOL.
 - g. To obtain SCHOOL'S approval of construction contract amount for betterments prior to entering into the construction contract for PROJECT, subject to paragraph (2) f., above.
 - h. To furnish SCHOOL, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total betterment costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) d., e., and g., above.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. SCHOOL shall review the final accounting invoice prepared by COUNTY and all supporting documentation including all contractor's invoices, change orders, and other documents for the costs of betterments and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of the delivery to SCHOOL of said invoice. COUNTY shall review all disputed charges and submit a written justification to SCHOOL detailing the basis for those charges within sixty (60) calendar days of receipt of SCHOOL'S written report.
 - b. If at final accounting SCHOOL'S share of the costs of betterments exceeds SCHOOL'S payment, as set forth in paragraph (2) h., SCHOOL shall pay to COUNTY the additional amount upon demand. Said demand shall consist of billing invoice prepared by COUNTY. Conversely, if the required SCHOOL funds are less than said payment, COUNTY shall refund the difference to SCHOOL within sixty (60) days of the date COUNTY furnishes SCHOOL with final accounting.

- c. That if SCHOOL'S payment, as set forth in paragraphs (4) a. and b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to SCHOOL within sixty (60) calendar days after the date of delivery to SCHOOL of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of delivery to SCHOOL of the invoice at the rate of 7 percent (7%) interest.
- d. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. SCHOOL may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. SCHOOL shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of SCHOOL'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and SCHOOL. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/Superintendent or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

SCHOOL: Ms. Cynthia L. Martin
Assistant Superintendent
Alhambra Unified School District
1515 West Alhambra Road
Alhambra, CA 91803-1618

COUNTY: Mr. Dean D. Efsthaliou
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCHOOL under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SCHOOL under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, SCHOOL shall fully indemnify,

defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of SCHOOL under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SCHOOL under this AGREEMENT.

h. Neither SCHOOL nor any officer or employee of SCHOOL shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold SCHOOL harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

i. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the ALHAMBRA UNIFIED SCHOOL DISTRICT on June 24, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

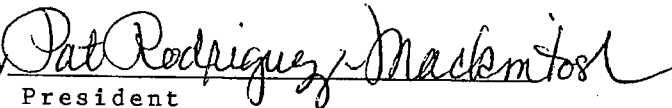
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 

ALHAMBRA UNIFIED SCHOOL DISTRICT

By 
President

By 
Asst. Secretary

Date June 24, 2008



4TH STREET PEDESTRIAN OVERCROSSING AT ALHAMBRA HIGH SCHOOL
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works
Construction Division

PUBLISHING

In accordance with Section 20392 of the Public Contract Code:

Publish: At least ten consecutive times, prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two consecutive times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

(First advertisement to be published no later than October 11, 2008)

NOTICE INVITING BIDS

Sealed bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the construction of reinforced concrete shear keys, circular shafts, and spread footing bolsters and steel casings, and the performance of other appurtenant work, under Project ID No. RDC0011134, 4th Street Pedestrian Overcrossing at Alhambra High School, in the City of Alhambra.

The bids must be submitted at the Cashier's Office, located on the Mezzanine level, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, November 4, 2008. The bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The work is estimated to cost between \$270,000 and \$370,000 and shall be completed in 40 working days. The work requires a California Class A contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Mr. Harry Cong at (626) 458-3111.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents, which may be purchased for \$15, if picked up at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m., or for \$19, if mailed, which includes postage and handling.

Each bid must be accompanied by a certified check, cashier's check, or surety bond payable to Los Angeles County in an amount equal to at least 10 percent of the bid to guarantee that the bidder will enter into the contract if it is so awarded.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works. Furthermore, minimum Davis-Bacon Act Wage Decisions for this Project as predetermined by the Secretary of Labor (Federal) are set forth in the Special Provisions.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the applicable prevailing wage rates per the Director of Industrial Relations for similar classifications of labor, the contractor and its subcontractors shall pay not less than the higher wage rate.

The rate of compensation for any classification not listed in the schedule, but which may be required to execute the contract, shall be commensurate and in accordance with the rates specified for similar or comparable classifications or for those performing similar or comparable duties.

Bidders are advised that, as required by Federal law, the State has established a statewide overall DBE goal. The Department of Public Works' Federal-aid contract is considered to be a part of the statewide overall DBE goal. The Department of Public Works is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

The County hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for award of any contract entered into pursuant to this advertisement.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation in Each Trade 28.3%	Goals for Female Participation in Each Trade 6.9%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60-4, shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and females evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County of Los Angeles.

The bid must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided for on the forms included as part of the proposal. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder; however, the Board of Supervisors reserves the right to reject any and all bids.

A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

The successful bidder will be required to submit a faithful performance bond, payment bond, worker's compensation insurance, and liability insurance with the contract.

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the contract or enter into an escrow agreement for payment of such monies to an escrow agent.

Each person by submitting a response to this Notice Inviting Bids certifies that such bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5:30 p.m. de Lunes a Jueves.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated October 7, 2008.

Sachi A. Hamai
Executive Officer
of the Board of Supervisors

HC:ma

O:\Projects\Programs - Road\Bridge\4thStPOC@Alhambra (RDC0011134)\Board\NIB1.doc